DOCUMENT RESUME

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IDENTIFIERS	College of the Redwoods CA; *Independent Bargaining Agents; Redwoods Community College District CA

ABSTRACT

The collective bargaining agreement between the Redwoods Community College District Board of Trustees and the College of the Redwoods Faculty Organization, for the period from September, 1988 through August, 1991, is presented. First, a three-page administrative recommendation concerning the compensable teaching load for faculty members conducting independent study programs is provided. Then, the contract is presented, covering the following topics: bargaining agent recognition; wages and working conditions, including provisions related to instruction time, minimum class size, district policies, discrimination, teaching load units, faculty with underloads, full- and part-time salaries, and compensation for faculty work experience coordination and teacher coordination; leaves; staff insurance program; early retirement benefits; reduced workload program for staff aged 55 and over; reduced workload for staff under 55 years of age; tax sheltered annuity program; grievance procedures; administrative remedies; completing administrative tasks; transfer and reassignment procedure; certified personnel evaluation; consultation; job sharing; in-service training policy; instruction activities by administrators; term of contract; and a zipper clause concerning completion of meeting and negotiating. Certificated and part-time certificated salary schedules are attached. (PAA)

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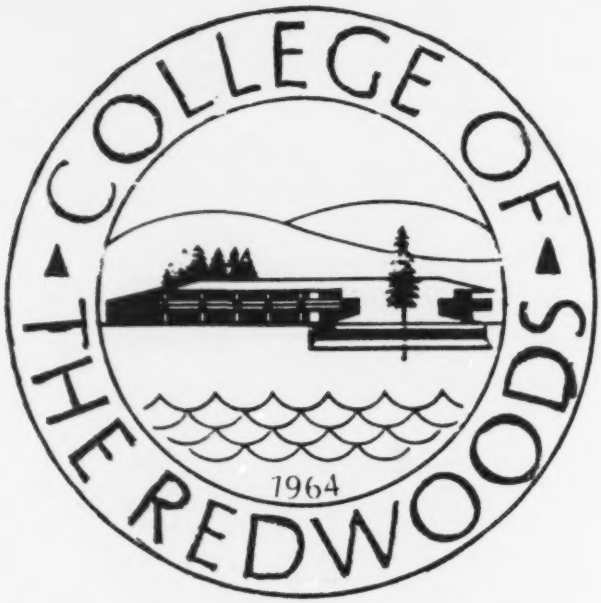

Agreement Between

Redwoods Community College District

and

College of the Redwoods Faculty Organization

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BOARD OF TRUSTEES

Redwoods Community College District
College of the Redwoods
Office of the President/Superintendent

ADMINISTRATIVE RECOMMENDATION

Board of Trustees
Meeting Date: 12/5/88

I. Agenda Item Number: 3.8

II. Agenda Item: *APPROVE MEMORANDUM OF AGREEMENT WITH CRFO RE: INDEPENDENT STUDY COURSES*

III. Board of Trustees Action Request

- ☐ Board Information/Discussion Only
- ☐ Adoption of Board Resolution No.: _____
- ☐ Adoption of Board Policy No.: _____
- ☐ Administrative Regulation No.: _____
- ☐ Administrative Exhibit No.: _____
- ☐ Board Committee Assignment: _____
- *X Consent Calendar*

IV. Administrative Action Recommendation:

The Board approve the agreement for calculating teaching load for independent study.

V. Administrator Responsibility Assignment: *Roy A. Hassman*
Dean, Business Services

VI Background Statement of Facts

The recent. current agreement between the CRFO and the District does not contain any language on how to calculate a compensable teaching load for a faculty member conducting independent study programs available to advanced students.

These independent study courses will be conducted under the direction of a full time or part time faculty member in accordance with a written contract to be developed and approved prior to a student registering in an independent study course.

A copy of the agreement is attached.

It has been approved by the CRFO.

P R O P O S E D

GUIDELINES FOR INDEPENDENT STUDY COURSES

Purpose/Description

Independent study opportunities shall be available to advanced students who have substantial preparation in a subject area and who seek to deepen their knowledge or advance their skills by engaging in independent research, special projects, or exploration of a topic not otherwise covered in the curriculum. Independent study courses shall be conducted under the direction of a full- or part-time faculty member in accordance with a written contract that is to be developed and approved prior to a student's registration in an independent study course.

Restrictions

Independent study courses, or projects undertaken in such courses, shall NOT:

(1) be remedial in nature;
(2) be used to compensate a student for work as a lab assistant, reader, instructional aide, or grader;
(3) be used to award units for a job a student already holds or is being paid for; or
(4) be used as substitutes for regular or required courses.

Course Numbers

Independent Study courses may be numbered "40" if baccalaureate appropriate, or "140" if Associate Degree level.

Prerequisites

All independent study courses shall have as a prerequisite either a specific course in the discipline or sufficient background knowledge to make the chosen project feasible.

Unit/Hour Ratio

Students will be expected to complete approximately 54 hours of work for each unit of independent study earned.

Student/Instructor Contact Requirements

During the course of an independent study project, the student and instructor shall have, as a minimum, the following amount of direct contact:

(1) an initial meeting to agree upon and prepare a detailed independent study contract which details how the unit/hour requirement will be met (see section on Contract Format and Requirements);
(2) a mid-project meeting to review the student's progress and plans for completing the project;
(3) a meeting at the conclusion of the project to review and evaluate the student's work.

During the course of the project the instructor is expected to monitor the student's progress on a weekly or bi-weekly basis.

Maximum Unit Value

Independent study courses shall be offered on a variable .5 to 2.0 units-per-semester basis.

Repeatability

Any individual independent study course may be repeated to a maximum of 4 total enrollments or 6 total units.

Grading Standard

All independent study courses shall be offered on a "grade/Cr/NC option" basis.

Registration/Contract Approval/Record Keeping

Section numbers for independent study courses will NOT be listed in published class schedules and may be obtained from Division or Center offices only after a written contract outlining the project and the student's responsibilities has been submitted to and approved by the appropriate Division Chairperson or Center Dean. The Division/Center office will maintain copies of approved independent study contracts for at least five years.

After the eighth week of the semester, students will not be allowed to add independent study courses of more than .5 units.

Contract Format and Requirements

The independent study contract for each student must include, at a minimum, the following information:

(1) A general description of the project to be undertaken.
(2) A list of objectives/student outcomes that will be achieved.
(3) An outline of the topics to be covered.
(4) An indication of how the student will apportion his/her time to accomplish project goals (54 hours must be accounted for, including student/instructor contact time, for each unit of credit).

(5) A list of texts and materials the student will use and substantiation that they are of college level.

(6) A description of how the instructor will measure and evaluate student achievement.

(A) All independent study students shall be required to submit a written report or project to their instructor upon completion of the project. The instructor's grade for the student shall be based, at least in part, upon his/her evaluation of the student's written report/project.

(7) A description of how "critical thinking" skills will be developed or enhanced during the project.

The student, the instructor, the Division Chairperson/Center Dean, and the Admissions Office should all receive a copy of the independent study contract. (NOTE: The Admissions Office copy should be submitted with the final grade sheet.)

Instructor Teaching Load Unit Formula

Instructors shall be awarded Teaching Load Units for conducting independent study courses in accordance with a formula agreed upon by CRFO and the District. Beginning with the spring semester of 1989 the formula for calculating instructor load for independent study courses shall be as follows:

$$\frac{(\text{\# units of independent study} \times 9 \text{ hours}) \div 18}{20} = \text{TLUs}$$

NOTE: This clarification of the purpose and nature of independent study courses may require that new curriculum be developed. For example:

1. Associate degree (non-transferrable) level "Independent Skill Development" courses. These may be particularly appropriate for students who will be working in a lab or workshop while an instructor is present but instructing other classes.

2. Associate degree or transfer level "internship" or "field study" courses. These may be used when Cooperative Work Experience courses are inappropriate.

3. Associate degree level "Lab Assistant" courses (such as BIOL 145).

OK
[signature]
for CRFO
10-18-88

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ARTICLE I

This is an agreement between the Redwoods Community College District (hereinafter referred to as "District") and the College of the Redwoods Faculty Organization (hereinafter referred to as "CRFO" or "Organization") with the intent of enumerating the rights and responsibilities of the District and the Organization, during the course of this contract.

Wherever the pronoun "his" or "her" is used, it is always to mean "his/her" or "he/she".

ARTICLE II

The District confirms recognition of the College of the Redwoods Faculty Organization as the exclusive representative of the certificated employees, excluding Division Chairpersons, President/Superintendent, Executive Vice President, Dean/Instruction, Dean/Students, Dean/C/R Del Norte, Dean/C/R Mendocino, Dean/Business Services, Director/Health Occupations, Director/Administration of Justice, Associate Dean/Students, Associate Dean/Instructional Support Services, Director/Personnel Services, and Associate Dean/Occupational Education.

ARTICLE III

WAGES AND WORKING CONDITIONS

Instruction Time: A 50 minute class is an hour of instruction, day or evening. Instructors holding classes two or three hours should have a break of ten minutes for a two hour class and twenty minutes for a three hour class, the break taken at the convenience of the instructor and the class. Instructors and division chairpersons may secure permission from the Executive Vice President for three hour evening classes to begin earlier than scheduled, if no student has a class in conflict and there are no students who cannot report early.

Minimum Class Size:

A. Minimum class size shall be 20 registrants.

B. This minimum shall apply to all lecture, seminar and laboratory classes. Independent study, research, coordinated instruction systems classes, and classes by arrangement may be exempted from such guidelines.

C. Exceptions may apply to courses required for graduation, courses required in a major or in career subject areas, courses offered irregularly based on enrollment and need, limited classroom or laboratory facilities, campus size and geographical location, experimental or pilot programs, statutory and state regulations mandating class size, and a class of unanticipated small size as an unreassignable part of the full time instructor's regular load.

D. Any exemptions to Paragraph A shall be approved by the Executive Vice President.

District Policies: The duties and responsibilities of full time faculty shall be as described in Board Policy #220.

The time required of faculty in the performance of these duties shall be reasonable.

The duties and responsibilities of counselors shall be as described in Board Policy #214. The work hours for Counselors shall be 35 hours per week for the academic year.

The duties and responsibilities of part time instructors shall be as described in Board Policy #221. The time required of part-time faculty in the performance of these duties will be reasonable.

The duties and responsibilities of Assistant Librarians shall be as described in Board Policy #223. The work hours for assistant librarians shall be 35 hours per week for the academic year.

The duties and responsibilities of the Nurse, Health Services, shall be as described in Board Policy #227. The work hours per week shall not exceed 25 hours, for the academic year.

The duties and responsibilities of the Cooperative Work Experience Coordinator shall be as described in Board Policy #228. The work hours per week shall not exceed 35 hours, for the academic year.

Discrimination Statement: No faculty employee in the bargaining unit shall be appointed, reduced, severed, or any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, marital status, and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

Any faculty employee under this paragraph maintains the right of freedom of representation.

Contract Days: Annually, a revised attachment to this contract will be developed and agreed to by the CRFO and the District. This attachment will reflect the contract days for the next year. This agreement shall be reached by May 1 of each contract year for the following year, so long as this contract shall remain in effect.

176 Teaching (Open to Modifications, if state action requires or allows) (176 called for in 1988-89 schedule)
2 Fall Orientation
1 Commencement
2 Retention (To be used as Necessary)

181 Total

It shall be the policy of the District to not schedule contract days during the Semester or Christmas breaks.

School Year: The faculty members' duties begin five days prior to the first day of classes in the Fall Semester and continue through graduation and at the end of the Spring Semester, except where excused or alternatively assigned by the Executive Vice President.

Full Time Faculty Teaching Load Units:

A. Teaching load shall be 22 1/2 teaching units per semester, or 45 per year, excluding summer school.

B. Teaching load units shall be converted from class hours, thus:

1. Laboratory, activity, field work, clinical labs - 1.0 TLU. Could include a certain amount of lecture or explanatory work, but based primarily on a situation where students are supervised and working individually on experiments, in physical education activity, on shop projects, at art work, in musical activity, or in hospital training stations.

   Any classes not clearly defined in the catalog in relation to lecture-lab will be defined by the Executive Vice President.

2. Lecture work - 1.5 TLU. Includes that lecture work based on the assumption of two hours preparatory work for the instructor and two hours of outside assigned work for the student per classroom hours.

C. *Faculty Members With Underloads:*

In the event of an underload, the faculty member and his/her supervisor will meet to develop or consider additional activities to increase the faculty member's utilization. A recommendation will be made to the Dean of Instruction or the Center Dean as appropriate. Assignments for making up the underload will be at the discretion of the District, but shall be assigned and completed in the academic year in which the underload occurred. Assignments shall not carry over to the summer session or a following academic year.

It is understood that the assignments or projects agreed upon may involve activities outside of the Academic or Instruction area.

D. *Salary Schedule for Certificated Teaching Staff Members Assigned a 30/35 Hour Work Week*

It is recognized there are some future positions where normal work assignment does not fit into the regular pattern which is normal for many faculty members. These faculty members are performing in circumstances where they are directly involved with students on a continuing basis in laboratory situations, but where they are not required to perform several of the functions normally associated with instructional duties.

One classification is recognized as meriting special treatment at this time. Others may be included in subsequent years. These additional classifications will be agreed upon by the CRFO and the District before being added to the group listed below.

For one year, 1988-89, subject to later agreement on re-opener, these certain teaching assignments shall have a 30 hour base upon which the "load" shall be calculated.

Business Data Processing

An individual employed in such a whole assignment shall maintain a weekly schedule of 30 hours in a laboratory setting and will perform up to five additional hours of professional responsibilities other than those in the classroom.

By the nature of these lab assignments, the individual's official office hours shall be maintained concurrent with their lab time.

E. Faculty Responsibilities:

1. A regular part of an instructor's assignment is to provide guidance and advice throughout the year, including preregistration and registration periods.

2. Service on college committees and/or as advisors to student organizations is a regular part of faculty members' professional obligation.

3. Adequate office hours (a minimum of five hours per week) must be maintained to assist students. No fewer than two office hours shall be maintained on any weekday on which the instructor does not have classes, without written approval by the Executive Vice President.

Part Time Faculty Load:

A. Teach organized courses not to exceed 60% of the 22.5 TLU's per semester (13.5 TLU's).

B. Teacher load units shall be converted from class hours, as follows:

1. Laboratory, activity, field work, clinical labs - 1.0 TLU. Could include a certain amount of lecture or explanatory work but based primarily on a situation where students are supervised and working individually on experiments, in physical education activity, on shop projects, at art work, in musical activity, or in hospital training situations.

Any classes not clearly defined in the catalog in relation to lecture-lab will be counted as lab.

2. Lecture work - 1.5 TLU. Includes that lecture work based on the assumption of two hours preparatory work for the instructor and two hours of outside assigned work for the student per classroom hour.

Salary:

A. The certificated salary scale shall be adjusted annually by adding the average percentage increase of the state-wide benchmark to the then current College of the Redwoods certificated salary scale, exclusive of the special annual percentage bonus of 1.5%. It is agreed the bonus percentages will not be cumulative from year to year.

The District proposes to utilize the same formula calculation and understanding which was in existence in the final year of the contract expiring on August 31, 1988, and which was used to develop the salary schedule for the 1987-88 academic year.

B. The state-wide benchmark shall be calculated by finding the percentage of change in the state-wide median for each of the three years prior to the current year and calculating the average percentage of change during that period.

C. The state-wide benchmark shall be the median salary as set forth in column four ("highest Non-Doctoral Without Special Increments") of the Ross Report.

D. Adjustment of the salary scale shall not allow for a decrease in the District's certificated salary scale, but will maintain said scale as the salary "floor" for the duration of this contract.

Salary Schedule: It is agreed the salary schedule for part time, hourly and regular faculty overload instruction will be improved as follows:

A. *For 1988-89: The salary schedule will be improved by the percentage as calculated for the regular, full time salary schedule, as has been done in previous years.*

The part time, hourly and regular faculty overload salary schedule will be increased by adding 2% to all steps and classes. This increase will be in addition to that first calculated in the paragraph immediately above.

B. *For 1989-90: The salary schedule will be improved by the same percentage as calculated for the regular full time salary schedule for 1989-90.*

The part time, hourly and regular faculty overload salary schedule will be increased by adding 2% to all steps and classes. This increase will be in addition to that first calculated in the paragraph immediately above.

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C. *For 1990-91: The salary schedule will be improved by the same percentage as calculated for the regular full time salary schedule for 1990-91.*

The part time, hourly and regular faculty overload salary schedule will be increased by adding 2% to all steps and classes. This increase will be in addition to that first calculated in the paragraph immediately above.

D. Overload for a full time faculty will be compensated in the same manner as part time faculty, with a maximum placement of Step 8. A maximum overload will be seven teacher load units except with prior written approval of the Executive Vice President, and all overload pay is to be paid at the end of June, except with prior written approval of the Executive Vice President. Summer work is not included in the seven teacher load unit limit for full time faculty.

Compensation for Faculty Work Experience Coordination: Certificated staff members shall receive compensation for performing off-campus coordination of students who are enrolled in cooperative work experience programs. Assignments for work experience coordination are voluntary, and upon application by faculty members, will be made by the Executive Vice President.

Compensation for Teacher Coordination: Teacher coordinators will be compensated for each work experience student assigned to that instructor. Compensation will be made periodically, providing all required forms are submitted.

ARTICLE IV

LEAVES

Sick Leave: Each certificated employee of the Redwoods Community College District shall be granted ten days of accident or sick leave for each year of employment by the District. Such leave shall accumulate, unless used, for so long as the employee remains with the District. (Ed. Code 87781)

Industrial Accident Illness Leave: A certificated employee sustaining an industrial accident or illness and unable to return to work shall be eligible to receive his/her regular paycheck under the Industrial Accident or Illness Leave of up to sixty working days if he/she has been an employee of the District for three consecutive years. The following regulations shall apply:

A. Allowable leave shall be for sixty days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

B. Allowable leave shall not be accumulated from year to year.

C. Industrial accident illness leave shall commence on the first day of absence.

D. When a person employed in a position requiring certification qualification is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

E. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

F. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

G. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Education Code Sections 87780, 87781, and 87786, and for the purpose of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

H. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

I. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state. (Ed. Code 87787)

Bereavement Leave: Absence due to death in the immediate family of the employee not to exceed three days (five days if out of state) shall be granted without loss of pay. Members of the immediate family as used here means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee. (Ed. Code 87788)

Personal Necessity Leave: Up to six days of absence for illness earned may be used as follows and shall be charged to accumulated or extended sick leave:

A. Death of immediate family member beyond that available on bereavement leave.

B. Accident to self or family member. (Ed. Code 87784)

C. Court appearance as party or witness. (Ed. Code 87035)

Personal Leave *Without Pay or Benefits:* Absence may be granted by the Board of Trustees for the following reasons: (Ed. Code 87763)

A. Education, academic advancement or study.

B. Personal reasons

C. Travel

Personal Leave with Pay:

A. *District grant all represented regular certificated staff one day of Personal Necessity Leave per semester, subject to their supervisor's approval, in addition to other forms of leave. There will be no carry forward of unused days.*

B. *District grant 9 TLU of release time to CRFO for distribution as their Executive Committee determines. The approval and use of this release time for an individual faculty member is subject to the approval of the faculty members supervisor. The CRFO will have the option to purchase up to another 9 TLU at the regular faculty overload pay rate. The approval and use of this additional release time is also subject to the approval of the faculty members supervisor.*

Sabbatical Leave Policy:

Purposes:

A. A sabbatical leave shall be granted for study, travel, research, related work experience, or any program of activity which will contribute to professional growth, thereby benefiting the District, the District's students and employees.

1. Sabbatical leaves for study: If the sabbatical leave is for the purpose of study, a planned program of courses or a special project will be submitted for approval by the Sabbatical Leave Committee.

2. Sabbatical leaves for travel: Sabbatical leave which for the purpose of travel will normally be approved only if the proposed travel program incorporates a plan of study or research in an area related to the applicant's field of work. Applicants will submit a detailed itinerary and program for approval by the Sabbatical Leave Committee with a statement of the objectives of the plan.

3. Sabbatical leaves for related work experience: Sabbatical leaves may be granted for engaging in a work experience program directly related to the employee's teaching assignment or administrative activities. Applicants will submit a detailed plan of their proposed program which will include the company or agency with whom they will be associated and explicit details of the work activities to be engaged in, together with the resulting proficiencies to be gained.

Guidelines:

A. Priority in the selection of applicants for sabbatical leave shall be given primarily in terms of the value of the leave to the District as a whole. In estimating the value of the leave to the District, its worth shall be judged not only in terms of immediate worth, but also in terms of what the applicant may contribute following his/her return to the District through classroom teaching, leadership, curriculum development, teaching methods or administrative duties.

B. *Unless the District Trustees approve a larger number of sabbatical leaves,* 5% of the total number of full time certificated employees may be granted leave in any one fiscal year. *(Certificated Administrators are not included in this percentage and are not part of these guidelines.)*

C. *$60,000 of revenues from lottery funds will be reserved to support the sabbatical leave program.*

D. All departments of the College shall be given equal consideration in determining priority.

E. The selection committee shall consider the merits of each application, as follows:

1. 25% based on length of service to College of the Redwoods prior to application and subsequent to any previous College of the Redwoods sabbatical leave.

   75% based on the worthiness of the sabbatical leave proposal. All other considerations being equal, the committee shall give consideration to any extenuating circumstances and to the past service given to the District by the individuals.

2. Any ties shall be decided by lot.

Eligibility:

A. Sabbatical leave must be preceded by at least six consecutive years of employment, all of which shall have been served as a regular credentialed full time employee of the College of the Redwoods.

B. Leaves authorized by the Education Code and granted by the Board of Trustees will not interrupt the six year sequence. However, there must be at least a total of six years of actual employment.

Application:

A. Persons eligible for and desiring a sabbatical leave shall apply on the "Application for Sabbatical leave" form obtained from the President's Office. Each application must be submitted with Part (A) completed.

B. The application shall be filed with the President of the College during the month of November of the academic year prior to desired leave time. All applications shall be forwarded from the President to the screening committee during the first week of December for their processing.

C. The selection committee shall process the applications and hold a personal interview with each worthy applicant. It may reject those applications not considered worthy. Upon completion of the screening process, the worthy applicants shall be listed in order of the recommendation for leave. This shall be accomplished and returned to the President of the College by January 21. The President shall review the list and submit his/her recommendations for approval and disapproval to the Board for its action at the first Board meeting in February.

D. Those not receiving leave because of the restriction of the number on leave shall be considered alternates in the order listed. In the event that an applicant who has been granted leave cannot take his/her leave, the alternate list will be used to select a replacement. In no case will an alternate be appointed to fill a vacant leave position after May 1, unless he/she can furnish the College with an acceptable replacement for himself for his/her proposed term of absence. In no case will a vacancy be filled after September 1. Either or both of these last two restrictions may be waived if the Executive Vice President determines that no replacement will be required.

E. The list of applicants shall be valid for the one year under consideration. In no way does a position on the list have any implication for future listings. Applications must be resubmitted each year to be considered for leave.

Employee's Commitment:

A. Acceptance of leave implies an obligation to return to active duty as a full time College of the Redwoods employee for at least two years following return from leave. While the applicant is required to return to the District for a minimum of two years, a minimum expectation for granting a sabbatical may be five years.

B. Should the employee return for one year only, then he/she assumes the responsibility to repay the District one-half of the remuneration paid during leave. Two years' return to full time duty shall remove any obligation or commitment to District as regards to the sabbatical leave.

C. The employee's commitment agreement as stated in the application shall be in lieu of the employee's posting bond.

D. The employee's obligation shall be exonerated in the event that failure of the employee to return and render two years of active service is caused by the death or the physical or mental disability of the employee.

E. 1. Within sixty days of his/her return to District service, each employee shall file with the President of the College a written report relative to the purpose of the sabbatical leave. This report must provide evidence that the intent of the sabbatical leave plan has been fulfilled.

2. When formal college credit has been earned during the leave, an official transcript shall be attached to this report.

3. Should the Board determine that the intent of the leave had not been reasonably fulfilled, the Board of Trustees reserves the right to take such action as may be necessary to recover the funds paid to the employee while on leave.

F. In the case the program of study, related work experience, or itinerary of travel, as agreed upon by the employee and the District, is interrupted by serious accident or illness during such leave, and the accident or illness is properly verified by a qualified physician, such interruption shall not constitute a violation of the contract or prejudice the employee against receiving the rights and benefits provided for under the terms of sabbatical leave. However, this is providing such interruption is not extended over a period of time that would cause the purposes of sabbatical leave to be abandoned. In such latter case, the "sabbatical leave" and its benefits may be terminated. In all cases of serious injury or illness of an employee on sabbatical leave, the President of the College shall be promptly notified by registered letter.

Financial Arrangements:

A. Salary:

1. A certificated employee who is granted a sabbatical leave of absence shall receive such automatic changes in salary rating and placement as would have been received had he/she remained in active service on the campus.

2. Employees on sabbatical leave shall be paid at same intervals as they would if working on campus.

3. The employee is responsible for making arrangements to receive his/her payments before leaving the campus area.

B. The amounts paid to the employee while on sabbatical leave will be as follows:

1. For the period July 1 to June 30 of the academic year, the employee will receive 60% of his/her current annual contract salary.

2. For a sabbatical leave of one semester or, at the discretion of the President, any four and one-half month period, he/she shall receive his/her regular contract salary for the full year.

3. Of the three options available, only one may be selected.

C. Employee benefits conditions:

1. Income Protection Insurance:

a. A copy of the application for leave must be submitted and reviewed by the insurance company. Such letter is to state fully the projected activities of the leave, location, time, purpose, and length of leave.

b. Individual application will be reviewed and approved or disallowed (by the insurance company) on the following criteria:

1) Is the exposure to more hazardous situations?

2) Maximum duration to be one year.

3) Is there provision for payroll deduction?

4) Assurance that the employee on returning has a position waiting.

c. If insurance company approves the leave (in regard to income protection insurance only), the payroll deduction shall continue as if the employee was employed full time.

2. Workers' Compensation: Both the governing board of any district and the district shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the district employed in a position requiring certification qualifications when the death or injury occurs while the employee is on leave of absence granted under provisions of Section 877632 to 87780, inclusive, of the Education Code.

3. Retirement: The sabbatical leave year is counted as a year of service for retirement purposes in State Teachers Retirement System.

4. Sick Leave: All rights of employee regarding sick leave shall accrue in regard to keeping the accumulated earned sick leave. Sick leave is earned during the time on approved sabbatical leave.

5. Insurance Premiums:

a. The District shall pay the same portion of the insurance premiums for the employee as it would if the employee were actually employed on campus.

b. While on leave, the employee shall be considered an active member of the staff and entitled to insurance benefits, provided he/she continues to pay any required insurance premiums.

Screening Committee:

A. Membership

1. Executive Vice President (Permanent Chairperson)

2. One person selected by CRFO

3. (Faculty Member) > Chosen by Academic Senate

4. (Faculty Member) > Chosen by Academic Senate

5. One person appointed by College President.

B. Terms of Office: Except for the Chairperson, each member shall serve for three years.

C. No one may remain on the Committee if he/she plans to or actually files an application for leave. Replacement will be selected by the same procedure as was used for the original appointment.

Employer's Commitment:

A. At the expiration of the sabbatical leave the employee shall, unless the employee agrees otherwise, be reinstated in the position held by him/her at the time of the granting of leave of absence.

B. No one shall lose any vacation time due to his/her taking a leave, and no one shall earn any vacation time while on sabbatical leave.

C. The Board has the right to reject any and all sabbatical applications.

ARTICLE V

STAFF INSURANCE PROGRAM

The Board of Trustees, Redwoods Community College District, agrees to maintain a staff insurance program. This program shall include:

A. Major Medical Health Insurance - employee and dependents.

B. Dental Insurance including Orthodontia - employee and dependents. (Maximum coverage is $1,500.00 for dental coverage.)

C. Salary Continuation Insurance. *(Waiting period, 30 days, cap of $3,000/month)*

D. Vision Insurance - composite.

E. *Medical Hardware:*

The District proposes to provide funding for regular faculty members for items known as Medical Hardware.

The District will contribute $10.00 per month per regular full time equivalent employee. The amount to be contributed will be prorated for less than full time staff members. The prorate will be related to the percentage of a full time load in terms of regular TLU, or in relationship to the faculty member's portion of annual regular compensation, as indicated on the salary schedule.

The fund will be set up, by employee, as of September 1, 1988. The funds will become available to use on September 1, 1990. The employee could draw the amount claimed for his/her use, up to the time the account balance for the entire fund reached a $0 balance. When the fund balance is $0 no further claims would be paid, until the fund balance has been increased by accumulation of funds through June 30 of the current fiscal year of the District. All unpaid claims on hand would be held until they could be paid. New claims would be accepted to be applied against the fund balance. Claims will be paid on a first-in first-out basis.

Funds ascribed to an employee who terminates and has a balance remaining in his/her account, before the program goes into full operation, or after it goes into full operation, will be held in the program in a pool account to help offset the entire fund reaching a $0 balance. The amount of funds held in this pool will be reviewed annually, reports will be prepared, and use, adjustment, or continuation of this account will be discussed not less than annually by the CRFO and the District. Agreements may be reached to adjust the contribution rate and use of the funds.

The employee can use the fund and make claims once per year. The maximum number of uses during the time the employee is covered by the program would be three.

The employee may draw a fraction of the available fund equivalent to the fraction of the permanent, certificated employees the individual represents (a full time, permanent employee who is 1/100 of a 100 member bargaining unit could draw up to 1/100 of the available funds on each of his/her three uses of the fund.

F. Fringe Benefits for Part Time or Hourly Faculty Members:

The District will make available, within the restrictions of its insurance carriers, all of its fringe benefit plans now available to regular full time faculty members. This restriction also applies to those benefit plans legally available and controlled through the State of California.

The cost of this will be paid for by the part time or hourly staff member, and will not result in any additional cost to the District.

G. Accidental death and dismemberment insurance:

The district agrees to provide and fully fund an accidental death and dismemberment insurance policy for each regular, full time faculty member. It is estimated this coverage will cost about $4.65 per month per regular, full time faculty member. This coverage will become effective on September 1, 1988.

The maximum District contribution per employee shall be limited to the amount approved by the Board of trustees.

Medical benefits for surviving spouses: The District will provide the following benefits for the surviving spouse of full time employees of the District.

The District will continue, at District cost, to provide medical benefits to the surviving spouse and dependent children for a period not to exceed five years, after which period the surviving spouse may remain in the District program at his/her own cost, in accordance with the following limitations:

A. The medical benefit shall be consistent with those being received by current employees and their dependents, including any expansion of benefit under the basic benefit program which is in existence.

B. The surviving spouse and their dependents will not be eligible to receive new fringe benefit programs or plans which may accrue to then current employees who are on active employment status with the District at the time the new benefit goes into affect which were not an expansion of the basic benefit program in effect at the time of death.

C. This benefit would not be provided if comparable coverage were available to the surviving spouse or upon remarriage.

D. If Medicare or CHAMPIS is available to the surviving spouse, he/she may remain in our medical plan at his/her own cost.

E. The spouse and other dependents shall continue to receive these benefits until the spouse reaches the age of 65, but not longer than five years after the employee would have attained the age of 65.

F. Dependents other than the spouse shall have no rights of their own as specified elsewhere in this contract, as the dependent qualifies, and/or as specified in applicable Federal and State Law (Cobra).

G. For purposes of this program, the dependents covered by this plan means only natural children and legally adopted children.

Minimum Requirements:

A. Must have been a full time employee for the 10 years immediately prior to death.

B. Sabbatical leave or teacher exchange will count as eligible time within the 10 year period if accepted and used within the first 5 years of the 10 year period.

C. Leave without pay does not count toward part of the 10 year service requirement but does not constitute a break in the continuity of the 10 year requirement.

D. Paid sick leave counts toward the satisfaction of the 10 year requirement.

E. Extended sick leave (beyond the paid sick leave time) does not count toward a part of the 10 year service requirement but does not constitute a break in the continuity of the 10 year requirement.

Medical and dental insurance for retirees: Retirees from the Redwoods Community College District who qualify for service or disability retirement under the State Teachers Retirement System (STRS) or Public Employees Retirement System (PERS) and are drawing retirement pay therefrom, shall be eligible to continue with the District's insurance plans, if any, at their own expense subject to the practical limitations of availability. In order to continue participation with the program, the option shall be exercised prior to retirement.

Allow retirees to participate at their cost, in all fringe benefit programs modified or made available to their bargaining group since their retirement date. It is understood these coverages or fringe benefits may be offered to these retirees in a separate experience group, if that is the policy or practice of the Joint Powers Agreement or insurance carrier at the time the retiree enrolls in or obtains the coverage.

Post Age 65 Health and Welfare Benefits: Additional details and changes may be developed during the time covered by this agreement.

The District will establish a program to financially participate in a health and welfare benefit program for certificated faculty members who have retired and are at least 65 and have not yet reached 70. This program will be in addition to the program already available at full district expense for those certificated faculty members who are retired and are between the ages of 55 and 65.

It is intended that this plan will provide sufficient financial resources to provide $22,000 to support the costs for the five year period to pay for health and welfare coverages in health and medical, vision, and dental coverages.

For retirees who have not tendered their resignation/retirement by letter dated no later than December 31, 1987, the financial participation will be 50% by the staff member and 50% by the District.

This program is voluntary, on the part of the staff member. If the staff member does not request to participate, the District will not financially participate on behalf of the staff member and the protection or coverage for any program in any amount for the staff member who has reached age 65 will be the sole responsibility of the staff member. The district will make the coverages available in accordance with its normal operational practices at the time the staff member reaches age 65. That is, the staff member may continue the protection, or not, at the option of the staff member, if the coverages are then available. This continuance will be at full cost to the staff member.

There will be a continuing enrollment period for all staff members who do not retire as of June 30, 1988. For those staff members who do not enroll at the first opportunity offered, they may enroll at the beginning of any calendar month during their active employment, including Summers when they would not normally be working.

It is intended that this benefit will be based upon a cost of $3,600 per year, compounded at 10% per year for five years, to total $22,000 at the end of five years. Interest rates may cause the amount to be above or below the $22,000 amount at the end of five years, and neither the staff member or the District will be held responsible for the amount accumulated related to the anticipated interest rates.

The staff member can contribute funds in excess of the calculated $11,000 portion of the goal of $22,000, if they wish to do so. The District will not contribute matching funds for this type of contribution.

The funds contributed by the staff member will be accumulated through payroll deduction. They may be accumulated through lump sum deposits by the staff member.

The amounts contributed by the staff member will be matched by the District.

If a staff member wishes to stop participating in this program they may formally request this with the District. All funds, plus interest applicable to their contributed funds, can be returned to the staff member, or the funds can be left on deposit in their account which will continue to earn interest. The staff member may resume their contributions at their request.

All funds contributed by the District, and the interest earnings applicable to the District contributions will remain the property of the District, and may not be withdrawn by the staff member. The funds contributed by the District on behalf of one staff member who withdraws their funds from this program will revert to the District which then can be used for any purpose, at the discretion of the District. If a staff member should stop their financial contributions to their account, the District will also stop their contributions to the program on behalf of that staff member.

Funds contributed by the staff member will be held in trust by the District and will be managed in accordance with the same legal requirements that must be met for safeguarding and protection of public funds administered by the District. Funds will not be commingled with regular or normal funds of the District, but will be set aside in a separate fund. All funds and records will be subject to review by the staff member, the CRFO and the auditors or audit firm retained by the District in accordance with Education Code and California Administrative Code or other laws or statutes

Should the staff member not live to age 70 the balance of deposits made by the staff member, plus interest earned on their deposits, and the balance of the deposits by the District, plus interest earned, can be used by the survivors of the staff member to provide the benefits which the staff member would have received up to their 70th birthday. At the staff members option, the balances of the two accounts, and the interest applicable to each account can be paid to the estate of the staff member or to the estate of the staff members survivors, in accordance with a beneficiary agreement on file with the District, or in accordance with the last will and testament of the staff member or their survivors. Any legal costs incurred by the District on behalf of the staff member, or their survivor, in accordance with the provisions of this paragraph will be charged to the fund balance of the account for the staff member.

A master agreement to cover the concept and agreement between the CRFO and the District will be prepared and signed by the CRFO and the District. An individual agreement between the staff member and the District will be prepared and signed by both the staff member and a representative of the District. This program will commence operation on July 1, 1988, allowing time for both parties to properly prepare and obtain appropriate counsel and approvals of the documents and contracts, and to work out related administrative details.

Any future changes in this program will be subject to discussion and agreement between CRFO and the District in accordance with the applicable laws, codes and contracts in effect at the time either party requests modification to the agreements in force.

Funding Benefits for Retirees: The District proposes to change its method of accumulating funds needed to support the district paid health and welfare benefits presently available to staff members in accordance with the collective bargaining agreement at this time. There will be no change in the benefits made available.

The funding method to be used will involve a number of annual or other periodic payments made in advance of the staff members retirement, or while the staff member is retired. It is our intent to stop paying for these benefits from operating capital available on a year to year basis.

ARTICLE VI

EARLY RETIREMENT BENEFITS

Procedures:

A. Any certificated employees of the College of the Redwoods wishing to avail themselves of the early retirement benefits shall, prior to January 31, write a letter of request to the President. This letter shall outline the facts relative to having met the minimum requirements of the program.

B. The President shall validate the candidate's claims regarding minimum qualifications within 10 days.

C. If the employee has been found qualified for participation in the early retirement program, the benefits shall commence on the first day of retirement.

Benefits:

A. The District will continue to provide health and welfare benefits to the retired employee and dependents until the employee reaches the age of 65 at no cost to the employee.

B. The professional benefits shall be consistent with those being received by current employees in the unit and their dependents including any expansion of benefits under the basic benefits program which is in existence at the time the employee retires.

The retired employee and dependents will not be eligible to receive new fringe benefit programs or plans which may accrue to then current employees who are on active employment status with the District at the time the new benefit goes into effect which were not an expansion of the basic benefit program in effect at the time of retirement.

C. If the employee predeceases the spouse and other dependents as identified below, the spouse or other dependents shall continue to receive these benefits until the spouse reaches the age of 65 , but no longer than 10 years after the employee would have attained the age of 65.

D. Dependents other than the spouse shall have no rights of their own for benefits under this program but only as the employee and/or spouse qualify for such benefits.

E. District payment for participation in this program for the employee and/or spouse shall be terminated at the time that the employee reaches 65 or, if the employee is deceased, at the age or date as set forth for the spouse in paragraph C above. Upon the District discontinuance of premium payments, the employee and/or spouse may elect to continue participation at their own expense provided there has been no break in coverage.

F. This plan or equal coverage when this plan is combined with other coverage for which the employee is qualified shall be effective until age 65. Such other coverage shall be, but is not limited to, Medicare A-B and coverage obtained or obtainable through other employment. If an option is available to an employee and/or spouse and the coverage is equal, the employee shall cooperate with the District to exercise the option provided such exercise does provide equal coverage.

G. For purposes of this program, the immediate family covered by this plan means only natural children, legally adopted children and spouse.

Minimum Requirements:

A. Must be certificated employee of the District.

B. Must have been a full time certificated employee for the 10 years immediately prior to such retirement.

C. Sabbatical leave or teacher exchange will count as eligible time within the 10 year period if accepted and used within the first 5 years of the 10 year period.

D. Leave without pay does not count toward part of the 10 year service requirement but does not constitute a break in the continuity of the 10 year requirement.

E. Paid sick leave counts toward the satisfaction of the 10 year requirement.

F. Extended sick leave (beyond paid sick leave time) does not count toward a part of the 10 year service requirement but does not constitute a break in the continuity of the 10 year requirement.

G. Employees eligible for disability retirement are not eligible to participate in this plan.

H. The employee must have attained the minimum age of 55 by the first day of retirement under this plan.

I. Employee acceptance of this plan is irrevocable. Further, it is understood and agreed by the parties that this program is for the benefit of the employees in the unit who wish to retire from active employment with the District, and therefore the employee is responsible to ascertain the provisions and coverages of the various retirement plans without assistance from the District. It is also understood and agreed by the parties that the District shall have no responsibility other than as set forth herein, particularly with regard to ascertaining specifics of the various retirement plans available to employees in the unit who are retiring and wish to take advantage of this program.

ARTICLE VII

REDUCED WORKLOAD PROGRAM *(Staff Members Age 55 and Older)*

Initiation of Request: The option of reduced-load employment must be exercised at the timely request of the employee and by the mutual consent of the District.

Eligibility Requirements:

A. The member must have reached the age of 55 prior to reduction in workload. The member's last year of eligibility is the year of his/her 70th birthday.

B. The member must have been employed in a full time position requiring certification for at least 10 years, of which the immediately preceding five years were full time employment. For purposes of the Reduced Workload Program, a member of the State Teachers' Retirement System is considered to have been employed full time if there was an agreement between the member and the employer to perform service equal to that required by the governing board of other full time employees in similar grades and positions to receive a full time compensation for each day the schools of the districts were maintained during the school year. On-the-job performance is not required. As long as there was an agreement to perform full time service at the beginning of the school year, the employee will still be considered as being employed full time if he/she is unavoidably absent due to illness, bereavement, etc., during the school year. Sabbaticals and other approved leaves do not constitute a break in service. Such leave, however, is not used to compute the five years' full time service requirement prior to entering the program.

C. The certificated member in community colleges who is a participant in good standing in the State Teachers' Retirement System may hold any position.

Participation Requirements:

A. The minimum Reduced Workload employment shall be the equivalent of at least half of the number of days of service required by the contract of employment during the last year served in a full time certificated position. This requirement can be met in many different ways. The employee can work at least 1/2 time for the complete year; full time for at least 1/2 year, etc. The measurement of full and half workload will be by Teacher Load Units (TLU).

B. The member shall be paid a salary that is the pro-rata share of the salary that would have been earned had the member not elected to enter the Reduced Workload Program. The salary received must be at least half the salary the member would have earned on a full time basis. If the member is paid less than half of the full time salary, the minimum participation requirement will not have been met.

It is mandatory that both the minimum salary and minimum employment requirements are met. If the member has a contract requiring more or actually serves more than half time, but is not paid at least half full time salary, the participation requirements will not have been met and the member will not be entitled to a full year of service credit. All contracts will be written to provide for more work than half time so that the member who takes an unanticipated leave for bereavement, illness, etc., and is docked, will still meet the minimum equivalent of half the number of days and be paid at least half salary. If this cannot be done, the member must make up any days docked in the same school year if the participation requirements are to be met.

C. The employer and employee must contribute to the STRS 12.50% and 8%, respectively, of the full time compensation the employee would have earned if employed on a full time basis.

D. The employee cannot participate in the plan for more than five years or beyond the year in which the 70th birthday falls, whichever comes first.

During the period of participation, the employee is entitled to all other rights and benefits for which payments are made that would be required if employed full time, including health benefits as provided in Section 53201 of the Government Code.

The employee failing to meet any of the above requirements will receive only that service credit based on the ratio of earnings to earnable salary, and will not receive the service credit that would have been received if employed on a full time basis.

Administrative Requirements:

A. The agreement or contract must be executed by the employer and member, in writing, and submitted to the State Teachers' Retirement System through the County Superintendent of Schools to arrive at STRS at least 15 days prior to the participation in the Reduced Workload Program at the beginning of the school year or before the beginning of the second half of the school year, if only the second half is to be considered Reduced Workload service.

B. The participant must be identified and reported to STRS in accordance with the County/District Procedures Manual instructions.

C. Contributions for the participant and employer must be submitted to STRS based on the amount the participant would have earned if employed on a full time basis regardless of the schedule of employment.

ARTICLE VIII

REDUCED LOAD *(Staff Members Under Age 55)*

Eligibility: Any full time regular employee is eligible for, and may request, a reduction in load.

Initiation of Request: The reduced load request is initiated by an employee and must be forwarded through channels for action by the Board.

Workload: The minimum load shall be one-half of the annual full time load as defined in Article III of this Agreement. Employees who serve under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling, and class sizes. Employees shall meet contractual obligations other than teaching in proportion to the load worked.

A. Salary: Salary shall be in direct proportion to load and may, with agreement of District, be prorated over twelve months.

B. Fringe benefits: The employee on reduced load shall retain all rights and benefits of a full time employee, including all fringe benefits.

C. STRS: The employee and the District shall make contributions to the STRS in proportion to the load worked, and the employee shall receive proportionate service credit.

D. Modification of load: Requests for modification of the reduced load must be approved by the Board.

E. Notification dates: An employee requesting participation in this reduced load option must apply for consideration at least 120 days in advance of the period of reduced load, or at a later time based upon mutual consent of parties involved.

F. Contract: Mutual consent to the conditions noted above must be reached within one month of the date of application.

ARTICLE IX

TAX SHELTERED ANNUITY PROGRAM

A. Each employee eligible for membership in State Teachers' Retirement System or Public Employees Retirement System shall be given the opportunity of entering into an amendment to such employee's contract of employment for the purpose of effecting a reduction in the salary paid to such employee.

B. For each employee who voluntarily elects to accept such reduction in the salary paid, Redwoods Community College District will, as directed by such employee, purchase with an amount equal to such reduction in salary, a non-transferable annuity contract issued by a life insurance company in which the employee's rights are nonforfeitable except for failure to pay future premiums.

C. Any employment arrangement between the Board of Trustees and an employee may be modified to substitute the payment of annuity premiums by the Board of Trustees in lieu of like portion of the compensation payable directly to the employee, and to provide that the Board of Trustees expend such amount as requested in writing by said employee for the purchase of a monthly annuity for such employee through any of the approved companies after execution by the company of an indemnity agreement.

D. All rights in such an annuity contract vest in the employee immediately upon purchase; and like amounts will be similarly expended in each year of the continued employment of each such employee, so long as such agreement remains effective, and unless contrary action is ordered by this Board of Trustees; and;

E. For each employee who voluntarily elects to accept such reduction in the salary paid, Redwoods Community College District will pay to the State Teachers' Retirement System of California or Public Employee's Retirement System the amount necessary for the retirement contributions within the meaning of the provisions of Section 13814.1 of the California Education Code, prior to reorganization of the Education Code.

F. The Superintendent is authorized to procure and administer these annuity contracts.

ARTICLE X

GRIEVANCE

A. Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly.

B. Definitions:

1. Grievance: A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.

2. Grievant: Any member of the bargaining unit covered by the terms of this Agreement.

3. Day: A "day," for purposes of this Grievance Article, is any day in which the central administrative office of the College of the Redwoods is open for business.

C. Time Limits:

1. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this grievance procedure relative to the grievance in question.

2. District failure to respond within established time limits at any step entitles the grievant to appeal to the next step.

3. Time is of the essence in all processing of grievances.

D. Member Legal Rights: Nothing contained herein shall deny to any member his/her rights under state or federal constitutions and laws. No member may use this grievance procedure in any way to (1) appeal discharge or a decision by the Board or administration not to review his/her contract; (2) dispute any action of the Board or administration which complies with state law; (3) appeal any decision of the Board or administration if such decision is applicable to a state or federal regulatory commission or agency. The grievant may be represented by a designee of CRFO at any step of this grievance procedure.

E. Procedural Steps:

1. Submission of Grievance: Within sixty calendar days after an alleged violation of this Agreement, the employee shall submit to the Executive Vice President a written statement of his/her alleged grievance. Submission of the grievance to the employee's immediate supervisor shall toll, for a maximum of twenty-one calendar days, the sixty day time limitation.

2. Response: The Executive Vice President or his/her designee shall communicate his/her decision to the employee within twenty-one calendar days after receiving the alleged grievance.

3. Appeal: In the event that the employee is not satisfied with the decision of the Executive Vice President, he/she shall appeal to the Board of Trustees by submitting to the Executive Vice President in writing, his/her appeal within twenty-one calendar days of receiving the decision of the Executive Vice President. The written appeal shall state in detail the reasons for the appeal and the remedy sought. In the event that the employee elects to appeal to the Board of Trustees, the Board shall, within sixty-five calendar days of receipt of the grievance, submit its decision on the grievance in writing. The decision of the Board shall be the final decision of the District on the grievance. Failure of the employee to appeal to the Board of Trustees as provided herein shall be deemed a waiver of his/her rights to appeal.

4. A grievant shall maintain his/her full legal remedies, including recourse to litigation, in the event that he/she is not satisfied with the final decision on the grievance.

ARTICLE XI

ADMINISTRATIVE REMEDIES

CRFO agrees to exhaust any and all administrative remedies before filing any unfair labor practice charge, filing a complaint in a court, or seeking any outside assistance in resolving any type of labor dispute.

ARTICLE XII

COMPLETING ADMINISTRATIVE TASKS

If the District determines that at the end of the contractually called for service during an academic year, that a faculty member has not performed his/her administrative tasks in a timely manner, or as necessary, to meet the schedules as called for in the published announcements of the District, the CRFO agrees to inform the individual who has not completed his/her administrative assignments in conformance with the agreement between the CRFO and the District.

The District proposes to notify the faculty member and the CRFO when the administrative task has not been completed, and the CRFO agrees to inform the Faculty member concerning his/her obligation to the District with respect to completing tasks in a timely manner.

ARTICLE XIII

TRANSFER AND REASSIGNMENT PROCEDURE

TRANSFER: The procedure set forth herein will be followed in cases of transfer of full time faculty from the regularly assigned service location to another service location more than 30 road miles away from the regular service location. A "transfer" shall be distinguished from a "reassignment".

Upon recognition by the Executive Vice President of overstaffing on any campus or department and/or the need for additional faculty on any campus or department which may, in the opinion of the Executive Vice President, necessitate a transfer, the Executive Vice President shall consult with the Deans of the education centers and/or such other administrative and academic personnel as he/she deems appropriate.

Before a transfer is effected, volunteers shall be sought by the Executive Vice President to fill the need. The determination of the qualifications of volunteers to fill the identified need shall be made by the Executive Vice President after considering the recommendations of the transfer committee.

The transfer committee shall have five voting members as follows:

Immediate supervisor of faculty at present assignment
Immediate supervisor of faculty at proposed assignment
Three faculty members, two of whom are designated by the Faculty Senate, and one of whom is designated by CRFO

If there are no volunteers or if the persons who volunteer are deemed by the Executive Vice President to be lacking in qualification to fill the need, the Executive Vice President shall file a written proposal with the transfer committee concerning who (if anyone) shall be transferred involuntarily. All involuntary transfers shall be upon the basis of seniority, assuming qualifications as defined below exist. Seniority shall be determined by reference to the seniority date of employee. Those faculty members whose seniority date is the same shall have their seniority established as by law. No faculty member shall be transferred if there is a less senior faculty member who is qualified to fill the position giving rise to the need for transfer. As utilized herein, the term "qualified" shall mean any person already teaching in the same service area or, in the alternative, who has taught at least two semesters in the same service area during the prior three school years as part of his/her regular load. As utilized herein, the term "service area" refers to courses commonly considered to be in the same or related disciplines.

In respect to voluntary transfers the Executive Vice President shall consider relative seniority, feasibility of hiring additional faculty, class size allotments, instructional needs on all campuses, and enrollment figures. The Executive Vice President shall present the transfer committee with a copy of his/her proposal, and upon receiving same the transfer committee shall convene and choose a chairperson. The transfer committee may invite college staff to attend committee discussions and discuss the transfer possibilities and may otherwise consider the Executive Vice President's proposal and shall transmit its recommendations to the Executive Vice President. A copy of its recommendations shall be sent to the person recommended for transfer.

The Executive Vice President shall in his/her discretion designate the faculty member to be transferred on all voluntary transfers. In regard to involuntary transfers the Executive Vice President shall select for transfer that qualified faculty member having the least seniority.

Moving expenses of any person (arising out of a district-initiated transfer) transferred voluntarily or involuntarily to meet the needs of the district shall be paid by the district up to a maximum of $1,200.00. Any faculty member transferred voluntarily or involuntarily shall have the option to transfer back to his/her previous position at the original campus when an appropriate opening occurs provided in the opinion of the Executive Vice President the person has the qualifications.

Neither voluntary nor involuntary transfers shall affect seniority rights.

Mileage shall be paid to persons transferred according to district policy. Any person transferred voluntarily or involuntarily shall be compensated for additional travel time necessitated by the transfer at the district mileage rate.

REASSIGNMENT: This procedure will be followed in cases of reassignment of full time faculty. "Reassignment" is to be distinguished from "transfer". "Reassignment" is utilization of a particular faculty member assigned to a particular service location for an assignment within 30 road miles of the service location to which he/she is regularly assigned.

Upon recognition by the Executive Vice President of overstaffing on any campus or education center and/or the need for additional faculty on any campus or department necessitating reassignment, the Executive Vice President shall consult with the appropriate heads and/or such other administrative and academic personnel as he/she deems appropriate.

Before a reassignment is effected, volunteers shall be sought by the Executive Vice President, where appropriate, to fill the need. The determination of the qualifications of volunteers shall be within the discretion of the Executive Vice President. If there are no volunteers or if the persons who volunteer are deemed by the Executive Vice President to be lacking in qualifications to fill the need, the Executive Vice President may resort to involuntary reassignment. In making an involuntary reassignment the Executive Vice President shall consider, in addition to those factors he/she may deem appropriate, the following:

A. Seniority: The general policy shall be to send less senior and/or part time qualified faculty to conduct classes off the main campus when all other factors are equal.

B. If reassignment is for the purpose of filling out a full time faculty member's load, then due consideration will be given to using courses paid for on a TLU basis (non-contractual).

C. Extent of off-campus teaching: It shall be the general policy, where practical, to limit instruction away from the employee's regularly assigned service location to one class per year per full time faculty member.

Nothing herein shall be deemed to prevent the Executive Vice President from considering other factors such as teacher skill and ability, faculty availability, faculty experience, feasibility of hiring additional faculty, class size allotments, and instructional needs on all campuses, along with other relevant criteria.

SHORT TERM ASSIGNMENTS TO DEL NORTE AND MENDOCINO: (The following does not apply to Summer Sessions)

The District may request some members of its regular full time faculty now assigned to the Eureka Campus to perform portions of his/her contractually required service at the Del Norte and Mendocino locations. This would be in accordance with existing District policy and agreements with CRFO.

If a regular, full time faculty member whose regular duty assignment is at the Eureka Campus is requested to perform a portion of his/her assignment at Crescent City or Ft. Bragg and he/she voluntarily agrees to this temporary assignment, the District proposes to add for that faculty member, a 10% differential to the salary schedule, which is a part of this agreement. This differential will be paid in addition to the amount which would normally be paid to the individual faculty member. The differential will be for the percentage of a regular, full time load that the faculty member is teaching or serving in at the Crescent City or Ft. Bragg Campus of the District.

This voluntary assignment will be for up to one, regular full semester.

This 10% differential will be paid to the faculty member for that portion of his/her load which is carried out at the Del Norte or Mendocino Centers.

At the end of the semester the faculty member's pay differential will cease to be paid unless the time at the location is formally extended by the district and agreed to by the faculty member.

If the provisions of the policy or this agreement which allow involuntary assignment of a faculty member to the Del Norte or Mendocino locations are utilized, a differential will not be paid to the faculty member.

The District will accept requests for voluntary assignment at any time and will maintain a pool of those faculty members who have indicated an interest in teaching at Del Norte or Mendocino. Selection of the faculty member to fill a need for a temporary assignment at these two locations will be at the discretion of the district, based on satisfaction of the needs in the instructional programs at all college locations.

Voluntary Request for Permanent Reassignment to Crescent City or Ft. Bragg--The District offers to those faculty members who volunteer for, and are selected by the District for, a permanent transfer to Del Norte or Mendocino Centers, a $10,000 incentive to be paid in equal installments beginning with the first month the faculty member is paid at his/her new permanent location, and extending through the 10th month of his/her assignment.

This payment will be in lieu of any other benefits or payments made in accordance with District Policy pertaining to relocating faculty members.

The District will pay $.30 per mile as travel expense reimbursement to the faculty member voluntarily accepting a temporary reassignment. The rate will apply to the number of round trips required for the faculty member to complete the assignment. Payment will be made if the faculty member does drive his/her own automobile. The rate will not be paid to a faculty member who rides with another person who also is claiming a mileage reimbursement from the District.

ARTICLE XIV

CERTIFICATED PERSONNEL EVALUATION

Purpose: The enactment of SB 696 (Rodda) 1971 legislature establishes the concept that regular evaluation of certificated personnel is fundamental to the improvement of instruction.

Standards and procedures clearly defining evaluation procedures are required and must be uniformly administered. (Ed. Code 87626)

Definitions: (Ed. Code 87660 et. al.)

A. Contract employee means an employee serving in a position requiring certification qualification for the first or second academic year under a contract for employment.

B. Regular employee is an employee serving in a position requiring certification qualifications and so designated by the Board of Trustees as a permanent employee.

C. Temporary employee is an employee who is employed on a day to day or week to week basis.

D. Part time employee is an employee employed for 13.5 TLU or less per semester.

Certificated positions include all certificated personnel not designated as "management", including non-teaching certificated persons.

Responsibility for implementation of this shall reside with the Executive Vice President, with recommendation for employment status residing with the Superintendent/President.

It is acknowledged that the Executive Vice President, the Dean/Instruction, and the Division Chairperson by description have the right and responsibility to visit any classroom at any time for the purpose of observation and evaluation.

Certificated personnel evaluation procedures are as follows:

EVALUATION PROCESS FOR TEACHING FACULTY (Refer to Board Policy #327)

NON-TENURED FULL-TIME TEACHING FACULTY: Non-tenured, full-time teaching faculty will be evaluated each year. Two peers will be selected; one by the division chairperson[1] and the other by the faculty member to be evaluated. If there is a conflict of choice for the peer evaluator by either the faculty member or the division chairperson, the issue will be resolved by the Peer Review Committee[3]. The faculty member is encouraged to consider selecting a peer from outside the division/department. Each peer will visit and evaluate a

minimum of two class presentations. Conclusions regarding the evaluations will be reported to the division chairperson on the standard peer evaluation form. Peers will also evaluate instructional materials.

There will be student evaluations conducted using the standard student evaluation form or an approved alternative form[2]. Student and peer evaluations will be conducted during the fifth week of instruction. With the instructor absent, student evaluations will be administered and collected.

The division chairperson will conduct at least one classroom evaluation. All of these activities will be accomplished prior to the end of the sixth week of instruction.

As soon as all of the evaluations have been completed and in any case no later than the eighth week of employment, the instructor, peer evaluators, and division chairperson shall meet at least once to discuss the instructor's performance. The instructor will be designated as either 1) recommended for continued employment, or 2) recommended for remediation. This designation will be based on majority vote, taken without the instructor being present. If the faculty member is recommended for remediation, a program for improvement and the process for continued evaluation will be developed by a Remediation Team comprised of the division chairperson, the two peers from the initial evaluation team, and the appropriate dean. Prior to February 1st, 1) a recommendation for continued employment, or, 2) recommendation for contract non-renewal based on a failure to meet remediation performance standard will be forwarded to the "Peer Review Committee,"[3] and the Executive Vice President, Academic and Student Services. The "Peer Review Committee," after deliberation, will submit a report to the Executive Vice President, Academic and Student Services by the end of the third week of February, corroborating the remediation team's recommendations and/or specifying areas of disagreement with the Remediation Team's recommendations and making other recommendations as appropriate. The Executive Vice President, Academic and Student Services will recommend not entering into a contract for the subsequent academic year or continued employment to the President and Board of Trustees of the college.

<u>TENURED TEACHING FACULTY (PHASE I)</u>: On alternate years, during either the fall or the spring semester of the academic year, two peers will be selected, one by the division chairperson[1] and one by the faculty member to be evaluated. If there is a conflict of choice for the peer evaluator by either the faculty member or the division chairperson, the issue will be resolved by the Peer Review Committee[3]. The faculty member is encouraged to consider selecting a peer from outside of the division/department. Each peer and the division chairperson will visit and evaluate a minimum of one class presentation. Peers will also evaluate instructional materials. Conclusions regarding the evaluations will be reported to the division chairperson on the standard peer evaluation form. There will be student evaluations conducted using the standard student evaluation form or an approved alternative[2]. Student evaluations will be administered during the sixth week of instruction. Peers will administer and collect student evaluations with the instructor absent.

After all evaluations have been completed, the instructor, peer evaluators, and division chairperson shall meet at least once, prior to the ninth week of instruction, to discuss the instructor's performance. Without the instructor being present the members of the evaluation team will vote and recommend one of the following options: 1) evaluate at next regular interval, or, 2) enter Phase II for additional review and remediation.

PHASE II: The Phase II remediation team will be comprised of the division chairperson[1], appropriate dean, and both of the Phase I peer evaluators. Faculty in Phase II will meet with this team to discuss the evaluation and problems that exist. Specific written recommendations for improvement will be developed. Phase II activities may include but are not limited to: gathering additional evaluations, approving lesson plans, appointing a mentor, requiring psychological and/or medical counseling, requiring additional course work. The recommendations will include a schedule of subsequent meetings to determine compliance and progress.

The Peer Review Committee will monitor the progress of Phase II and have access to all evaluation information. Division chairperson, peer, and student evaluation findings from Phase I with a report of specific activities for improvement developed during Phase II will be forwarded to the Peer Review Committee.

By May 1 of the academic year the Phase II Team will issue a report to the Executive Vice President, Academic and Student Services and to the Peer Review Committee. The report will detail what progress has been accomplished toward remediation and evaluate the instructor's performance as "satisfactory," "needing continued development," "unsatisfactory," or "possibly disability related." If "satisfactory," the instructor returns to the normal evaluation rotation. If "unsatisfactory," the dean will recommend dismissal to the Executive Vice President, Academic and Student Services. The Peer Review Committee, after deliberation, will submit a report to the Executive Vice President, Academic and Student Services, corroborating or specifying areas of disagreement with the Phase II Team's recommendations and making other recommendations as appropriate. The Executive Vice President, Academic and Student Services will make recommendations based on the reports. If the recommendation is for dismissal he/she will forward his/her decision to the President and Board of Trustees. If the recommendation is "satisfactory," the employee will be evaluated at the next regular interval. If the recommendation is "needing continued development," the Executive Vice President, Academic and Student Services, in consultation with the Phase II team shall direct how that will be done. If the Phase II team and the Executive Vice President think that the instructor's difficulty may be related to some disability, it will so note and refer the matter to the Personnel office for further consideration.

[1] For faculty at Mendocino Coast and Del Norte, the center deans will act in the role of division chairperson.

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2 *If divisions or departments want to create their own standard student and/or peer evaluation forms, they can submit the forms to the Peer Evaluation Committee for approval.*

3 *Each spring a Peer Review Committee will be established for the following academic year. Rotation of two committee members will occur each year. The Peer Review Committee is comprised of three full time faculty selected by the Academic Senate from different divisions in the college. Their deliberations and conclusions are confidential. Their deliberations can include discussions with the appropriate dean, Executive Vice President, Academic and Student Services, appropriate division chairperson, and peer evaluators. The Peer Review Committee also reviews and authorizes the use of alternative or supplemental student and/or peer evaluation forms upon request.*

EVALUATION PROCESS FOR LIBRARIANS (Refer to Board Policy #327)

NON-TENURED LIBRARIANS: Non-tenured librarians will be evaluated each year. Two peers will be selected with one peer selected by the Dean of Instruction and the other peer selected by the librarian being evaluated. The Dean of Instruction and the librarian are encouraged to select one peer from the "vocational divisions" and one peer from the "transfer (or academic) divisions". Each peer will observe at least one library orientation by the librarian and will observe the librarian performing his/her duties at the public services (reference) desk. Peers will report their conclusions on the Peer Evaluation For Librarians By Faculty.

Student evaluations will be conducted during library orientations and will be given to patrons requesting reference assistance during the second through sixth weeks of employment using the Student Evaluation Of Librarian form. Student evaluations will be turned in to the Library secretary.

The Associate Dean, Instructional Support Services will observe at least three library orientations in addition to observing the performance of other duties by the librarian and will report his/her conclusions on Evaluation By Administrators For Librarians by the end of the sixth week of instruction.

On or before the end of the eighth week of instruction, the Associate Dean, peer evaluators, and the librarian shall meet at least once to discuss the librarian's performance.

The librarian will be designated as either a) recommended for continued employment, or b) recommended for remediation. The designation will be based on majority vote taken in the absence of the librarian being evaluated. If the librarian is recommended for remediation, a program for improvement and the process for continued evaluation will be developed by a Remediation Team comprised of the Associate Dean, the two peers from the initial evaluation team, and the Dean of Instruction.

Remediation will specify a program for improvement. Prior to February 1, a) a recommendation for continued employment, or b) a recommendation for contract non-renewal based on a failure to meet remediation performance standard will be forwarded to the "Peer Review Committee"** and the Executive Vice President, Academic and Student Services. The Peer Review Committee, after deliberation, will submit a report to the Executive Vice President, Academic and Student Services by the end of the third week of February, corroborating or specifying areas of disagreement with the Remediation Team's recommendations and making other recommendations as appropriate. The Executive Vice President, Academic and Student Services will recommend not entering into a contract for the subsequent academic year or continued employment to the President and Board of Trustees.

TENURED LIBRARIANS (PHASE I): On alternate academic years two peers will be selected, one by the Associate Dean and one by the librarian being evaluated. The Associate Dean and the librarian are encouraged to select one peer each from the "transfer" (academic) and "occupational" (vocational) divisions. Each peer and the Associate Dean will observe at least two library orientations in addition to observing the librarian performing public and reference services. Peers will report their findings to the Associate Dean on the Peer Evaluation For Librarians By Faculty. Student evaluations will be conducted during the academic year using the Student Evaluation Of Librarian as submitted to the Library secretary.

After all evaluations have been completed, the librarian, peer evaluators, and Associate Dean shall meet to discuss the librarian's performance. In the absence of the librarian being evaluated the members of the evaluation team will vote and recommend one of the following options: a) evaluate at next regular interval; or, b) enter Phase II for additional review and remediation.

PHASE II: The Phase II remediation team will be comprised of the Associate Dean, Dean of Instruction, and the Phase I peer evaluators. Members of the Academic Senate's Peer Review Committee shall meet with the Phase II Remediation Team to discuss the evaluation and problems that exist. Specific written recommendations for improvement will be developed with attention given to Board Policy 223, Duties and Responsibilities Of Librarians.

Phase II activities may include, but are not limited to: gathering additional evaluations, appointing a mentor, requiring psychological and/or medical counseling, and/or requiring additional coursework. Recommendations will include a schedule of subsequent meetings to determine compliance and progress.

The Peer Review Committee will monitor the progress of Phase II and have access to all evaluation information. The Associate Dean, peer, and student evaluation findings from Phase I with a report of specific activities for improvement developed during Phase II will be forwarded to Peer Review Committee.

By May 1 of the academic year the Phase II team will issue a report to the Executive Vice President, Academic and Student Services and the Peer Review Committee. The report will detail what progress has been accomplished toward remediation and evaluate the librarian's performance as "satisfactory," "needing continued development", "unsatisfactory," or "possibly disability related." If "satisfactory," the librarian returns to the normal evaluation rotation. If "unsatisfactory," the Associate Dean will recommend dismissal to the Executive Vice President, Academic and Student Services. The Peer Review Committee, after deliberation, will submit a report to the Executive Vice President, Academic and Student Services, corroborating or specifying areas of disagreement with the Phase II team's recommendations and making other recommendations as appropriate. The Executive Vice President, Academic and Student Services will make recommendations based on the reports. If the recommendation is dismissal, he/she will forward his/her decision to the President and Board of Trustees. If the recommendation is "satisfactory," the librarian will be evaluated at the next regular interval. If the recommendation is "needing continued development," the Executive Vice President, Academic and Student Services in consultation with the Phase II committee, shall direct how that will be done. If the Phase II team and the Executive Vice President think the librarian's difficulty may be related to some disability, it will so note and refer the matter to the Personnel Office for further consideration.

**Each Spring a Peer Review Committee will be established the year prior to evaluation. Rotation of two committee members will occur each year. The Peer Review Committee is composed of three full-time faculty selected by the Academic Senate from different divisions in the College. Their deliberations and conclusions are confidential. Their deliberations can include discussions with the Associate Dean, Dean of Instruction, Executive Vice President, Academic and Student Services, and peer evaluators. The Peer Review Committee also reviews and authorizes the use of alternative or supplemental student and/or peer evaluation forms upon request.

ARTICLE XV

CONSULT

The district agrees to consult with CRFO concerning changes proposed on the following Board policies:

A. Course outlines

B. Textbooks

C. Employment of Division Chairperson

D. Employment of certificated personnel

ARTICLE XVI

JOB SHARING

The CRFO and the District agree there is potential worth in a program of job sharing; directed toward more than one faculty member occupying an authorized teaching position within a program or division, or having one faculty member occupying two or more positions to equal a full time teaching load for the faculty member.

It is agreed that the CRFO and the District will, together, investigate this type of program and will reach some conclusions concerning its value by September 1, 1989.

ARTICLE XVII

IN-SERVICE TRAINING POLICY

For new faculty: All certificated full time employees shall be assigned a reduced workload of 19 1/2 - 21 load units for their first semester of employment at College of the Redwoods. The balance of the work load (equivalent to 1 - 2 hours of lecture per week) shall be filled through participation in In-Service Training programs. The exact amount of released time for in-service training will depend upon the individual's schedule variables. In addition, new first time faculty will not carry overload schedules and shall be excused from student advising and committee assignments.

Credentialed staff: An In-Service Training Committee shall be organized and shall be composed of two faculty senate appointees, two appointees from the faculty at large appointed by CRFO, and chaired by the College's Executive Vice President. The committee's function is to evaluate both in-service courses to be offered for ITU's (In-Service Training Units) and individual projects also to be offered for ITU's. The committee will have the responsibility of maintaining the quality integrity of both programs.

The Faculty Development Committee will receive all proposed In-Service courses and projects and approve them or return them to the originator for suggested revisions. Upon final approval by the committee, the course will be offered for the appropriate members of the certificated staff. At the conclusion of the course, the originator will have the responsibility of submitting an evaluation of the course to the Faculty Development Committee. This evaluation shall include comments of both the participating faculty and the course instructor (plus the originator, if different from instructor).

Both In-Service Training courses and individual projects can be originated by appropriate staff members, cleared through the Division chairs (or appropriate administrative agents) and submitted to the In-Service Training Committee for action. The IST Committee, after consulting with affected administrative agents, including the Executive Vice President, can give final approval for projects.

Option A: The following schedule will be used to establish ITU's for credit on the College of the Redwood's salary schedule. No more than 15 ITU's may be used for a change of column purposes on the College of the Redwoods' salary schedule. No vertical movement is made by accumulation of ITU's. Any computation of unit value/lecture hours/lecture-lab-field trip/out of class hours shall take into account the change from a quarter to semester system.

Option B: Certificated staff members may, in consultation with their Division Chairperson, choose to have ITU's applied to their teaching load rather than to the change of column on the College of the Redwoods salary schedule of the In-Service course given during the academic year.

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One TLU may be substituted for one load unit. No more than three ITU's may be used in any one semester or in any academic year for this purpose.

ITU's may not be used on computing faculty load units for purposes of overload pay. ITU's will not be given for Fall Faculty Orientation sessions.

Option C: The accumulation of ITU's may be used as a basis for application for Professional Growth Increment, if such increment is approved by the Board.

In-Service Training Units (ITU's) may be earned in the following ways:

1. Teaching or attending conventionally organized workshops or seminars with 12 or more participants.

2. Divisional workshops.

3. Individual projects.

Individual projects should meet one of two criteria for acceptance by the IST Committee: 1. Clear growth and development of the individual within his/her area of expertise; or 2. To meet some larger need by the College, such as retraining for new duties, skills or teaching assignments. All in-service courses shall be organized as continuing education courses (credit or adult non-credit) and all participants will be enrolled for ADA purposes. Add cards may be used for any course beyond the first one in any semester.

Instructors of any In-Service course must have the appropriate credentials if they are to be paid, and they will be paid on the part time salary scale (unless this teaching is part of their regular faculty load). Guest lecturers who cannot be credentialed must receive prior clearance in order to be paid on a consultant basis if payment is deemed appropriate.

In-Service Application:

Prerequisite: Permission of the Instructor and the Faculty Development Committee.

Objective: Development of faculty and administration groups who want to work on common problems and/or needs.

Credit: Appropriate In-Service Training Units (ITU) as outlined in the In-Service Training Policy, Part II.

Grades: Cr - Nc

These courses may be taken more than once for ITU credit if approved by the course instructor and the Faculty Development Committee.

Guidelines for Course Approval:

A. The staff participants or the instructor will submit a course proposal to the Faculty Development Committee and shall include:

1. Course objective

2. Topics to be covered

3. Dates of course, hours, ITU's, etc.

4. Prerequisites if any

5. Cost to College in staff, materials, etc.

B. Proposals should be submitted to the Faculty Development Committee at least two weeks prior to the first course meeting.

In Service Training on Advising and Performance as Advisors:

(Faculty participation in the student advising program will be voluntary on the part of the faculty member)

The District proposes to conduct in-service training on advising students, with a goal of implementing a faculty advising program to provide a higher level of student support. It is recognized that not all individual faculty members are suited to perform a student advising role. It is also recognized that not all faculty members have an interest in performing this service to our students.

The District proposes to add to its process for faculty evaluation some segment which would discuss or relate to the participation of the faculty member in activities directly related to students, but outside of the normal classroom or laboratory setting. (It is expected that part of the faculty member's professional time will be devoted to student activities and relating to students outside of the classroom or laboratory and office hour setting.)

The District proposes to modify the historical concept of office hours and to replace that with a more dynamic arrangement of activities outside of the classroom. This would include some normal office hours, but may also involve faculty advising or some other activity. The schedule or identification of activities would be mutually agreed upon by the faculty member and his/her supervisor and referred to the Dean of Instruction or Dean at Del Norte or Mendocino for his/her approval, and referral to the Executive Vice President for Academic and Student Services who will review the plan with a view towards maintaining equity between the campuses operated by the District.

ARTICLE XIII

INSTRUCTION ACTIVITIES BY ADMINISTRATORS

CRFO agrees to support the District plan developed during Program Review which allows District administrators occasionally to teach a course or courses, provided the administrator has credentials and a level of competency acceptable under normal policies, codes, and directives and provided further that such assignment has received prior approval of the instruction department concerned.

Transfer of Administrative Personnel Into Teaching Positions: CRFO and the District agree that Certificated Administrators who are properly credentialed may move into classroom instructional positions in the pertinent discipline when there is a partial or full load available in the form of an existing or planned overload for a regular full time instructor, or for a part time or hourly instructor in that discipline.

It is agreed that for the purposes of this portion of the agreement the definition of a proper credential will be the existence of the credential itself.

The load for the individual transferring into an academic or instructional position will equal the level of the load being offered, or planned to be offered, by a full time instructor in an overload situation and shall not have any effect on the tenure rights of the regular full time faculty.

The initial salary placement for an individual transferring under the provisions of this article will be consistent with current District practices for certificated staff. Certificated C/R experience will be credited one step for each year's experience. Thereafter, the salary advancement would be in accordance with regular practice.

It is agreed that this clause is separate and distinct from and has no relationship to the contractually agreed upon article dealing with the bumping rights which could be exercised by Certificated Administrators.

ARTICLE XIX

TERM

The term of the agreement shall be from *September 1, 1988, through August 31, 1991.*

ARTICLE XXI

ZIPPER CLAUSE - COMPLETION OF MEETING AND NEGOTIATING

During the term of this agreement both parties waive and relinquish the right to meet and negotiate and agree that neither shall be obligated to meet and negotiate with the other respecting any subject or matter, whether referred to or covered in this agreement or not, even though such subjects and matters may not have been within the knowledge or contemplation of either or both the District or CRFO at the time they met and negotiated on and executed this agreement, and even though such subjects or matters may have been proposed and later withdrawn.

Notwithstanding the above, each party may reopen negotiations for the year *1989-90 and the year 1990-91 only on the items listed below.* Salaries and any compensation in the form of a one time payment shall not be subject to negotiations during the term of this Agreement.

If the District desires to adopt a "Flex Calendar" at any time during the period of this agreement, it is recognized that the terms and conditions of the agreement would be bargainable. Therefore, the agreement would be re-opened if the District desires to adopt a "Flex Calendar".

If the State of California takes significant action in the areas of Community College reform, as currently envisioned under the provisions of AB 1725, or if the State modifies the present funding formulae to cause significant changes in the amount of funding available from the State, bargaining on the agreements then in effect or to be put into effect, may be re-opened at the request of the CRFO or the District.

The CRFO and the District will re-open the contract to reach agreement concerning future positions which will utilize laboratory position faculty members. This discussion will follow a joint study effort, and discussions between the CRFO and the District to resolve disagreements concerning the TLU rate for these positions and programs.

If the existing agreement is re-opened the bargaining shall be limited to the item for which the discussions were entered into. Additional issues shall not be entered into unless the item is specified within the contract as calling for re-opening.

DATE: 10/12/88 Date: 10-11-88

Roy A. Hassman
District Representative

Glenn Stoehr
Organization Representative

Board of Trustees Policy No. 309-Rev
Exhibit No. 309.01

COLLEGE OF THE REDWOODS

CERTIFICATED SALARY SCHEDULE

September 1, 1988 - August 31, 1989

STEP	CLASS I BA	CLASS II MA	CLASS III MA + 20	CLASS IV MA + 40
1	22,785	24,875	26,589	28,423
2	23,599	25,856	27,661	29,586
3	24,603	26,877	28,775	30,795
4	25,565	27,943	29,930	32,058
5	26,571	29,048	31,134	33,371
6	27,609	30,198	32,386	34,732
7	28,689	31,387	33,690	36,153
8	29,815	32,632	35,045	37,633
9	30,978	33,926	36,451	39,172
10	32,192	35,259	37,920	40,775
11	33,448	36,657	39,443	42,445
12	34,753	38,104	41,030	44,181

INSTRUCTOR OF RECORD	10.09/HOUR
NURSE	13.53/HOUR

*NOTE: Faculty with an earned doctorate degree with an accredited school in the appropriate field will receive $500 above his/her annual salary as developed by placement on the above schedule.

Adopted by Board of Trustees July 1, 1985 and April 7, 1986

Updated July 11, 1988

Board of Trustees Policy No. 309-Rev
Exhibit No. 309.01

COLLEGE OF THE REDWOODS

SEMESTER BASED
PART TIME CERTIFICATED SALARY SCHEDULE

September 1, 1988 - August 31, 1989

STEP	CLASS I BA	CLASS II MA	CLASS III MA + 20	CLASS IV MA + 40
1	274.74	299.91	320.58	342.67
2	285.45	311.74	333.49	356.70
3	296.66	324.07	346.92	371.30
4	308.21	336.92	360.88	386.50
5	320.33	350.22	375.37	402.34
6	332.90	364.12	390.49	418.76
7	345.91	378.44	406.20	435.90
8	359.47	393.40	422.55	453.74

INSTRUCTOR OF RECORD	10.09/HOUR
NURSE	13.53/HOUR
PART TIME INSTRUCTOR ORIENTATION	20.00/SESSION

*NOTE: Part time instructors will be placed on the 1988-89 bargaining unit member salary schedule and advanced one step on the schedule for each 45 teacher work load units of service to a maximum of Step 8.

Adopted by Board of Trustees July 1, 1985 and April 7, 1986

Updated July 11, 1988

ERIC Clearinghouse for Junior Colleges DEC 31 1991